BILLS AND NOTES—NEGOTIABILITY—PROVISION FOR EXTENSION OF TIME.—A promissory note contained a provision that "all parties to this note, including sureties, indorsers and guarantors, hereby * * * consent to extensions of time". *Held,* the provision rendered the time of payment uncertain and the note non-negotiable under the statutory requirement that a negotiable instrument must be payable on demand or at a fixed or determinable future time. *Cedar Rapids National Bank* v. *Weber,* (Iowa, 1917), 164 N. W. 233.

The court apparently was influenced and governed largely by previous Iowa decisions to the effect that a provision that the holder may extend the time of payment from time to time renders the note non-negotiable. *Woodbury* v. *Roberts,* 59 Ia. 348; *Miller* v. *Poage,* 56 Ia. 96. But, as has been pointed out in a previous number of this REVIEW, the authorities are in conflict upon this point, and the trend of modern decisions under the NEGOTIABLE INSTRUMENTS ACT appears to be toward the contrary view. 15 MICH. L. REV. 510; *First National Bank* v. *Baldwin,* 100 Neb. 25. The theory underlying the latter view is that such a provision does not place upon the payee a duty to extend the time of payment, but rather that its sole purpose is to protect the holder against discharge of indorsers, guarantors, and sureties in case of an agreement between the holder or payee and the maker to extend the time of payment. *Longmont National Bank* v. *Loukonen,* 53 Colo. 489. In *First National Bank of Albuquerque* v. *Stover,* 21 N. Mex. 453, a note containing a provision similar to that of the instant case was held negotiable, the same construction being applied as in the cases holding negotiable a note providing that the holder may extend the time of payment; that though the provision refers to "all parties," it does not give the maker or any other party authority to extend payment without the consent of the holder. While the construction applied in the instant case appears to follow more closely the literal statement of the provision in the note, yet the construction applied in *First National Bank of Albuquerque* v. *Stover, supra,* would seem justifiable on the ground that the parties did not intend to do a vain act, such as the contract would virtually become if the maker could extend the time of payment at will.

CARRIERS—CARRIAGE OF PASSENGERS—LIMITED TICKET.—Plaintiff bought a ticket from a railroad company on the face of which was printed, "Good continuous passage, beginning date of sale only on train scheduled to stop at destination, otherwise passenger transfer to local train." *Held,* a valid provision, being a reasonable regulation by the carrier. *Louisville & N. R. Co.* v. *Rieley* (Va. 1917), 93 S. E. 574.

There are two distinct lines of authority in cases like the above involving a time regulation on what is known as a general or straight ticket. The weight of authority is to the effect that in the absence of statutory prohibition a reasonable limit imposed by a carrier of passengers upon the time within which tickets sold by it may be used for passage will be upheld where the passenger has notice of the restriction. The conflict arises where the purchaser has not had notice of the regulation. One view is that the mere stamping or printing of a limitation upon a railroad ticket and the acceptance of such ticket by a passenger are not sufficient to bind him to such limitation

in the absence of actual notice of it, and his assent thereto when he purchases the ticket. *Louisville & Nashville R. R. Co.* v. *Turner,* 100 Tenn. 213. To the same effect is *Dagnall* v. *Southern Ry.,* 69 S. C. 110, affirming *Norman* v. *Southern Ry.,* 65 S. C. 517, in which it is held, that a passenger has a right to ride on a ticket for which he has paid full fare, at any time unless his attention has been called to such limitations and he has assented thereto. The above cases go on the ground that the time limit should be dealt with as a term of a contract entered into between passenger and carrier and hence dependent for its validity, upon an actual or implied, "meeting of the minds," of the parties. The other class of cases claims that it should be considered a regulation of the carrier for the efficient conduct of its business and hence dependent for its validity, not upon the consent of the passenger, but upon whether or not it is reasonable. This view is supported by the larger number of cases. In *Freeman* v. *Atchison, Topeka and Santa Fe Ry. Co.,* 71 Kan. 327, it was held that the purchaser will be presumed to consent to a reasonable limitation as to the time of the use of the ticket, which regulation is plainly expressed on the contract, though he does not sign the contract. That such a limitation is reasonable and that there could be no recovery for the ejection of plaintiff from the train was held in *Trezona* v. *Chicago G. W. Ry. Co.,* 107 Iowa 22. Whether a ticket is to be regarded as evidencing a contract or as a token or voucher of the payment of fare only, the effect is the same; if the latter, it is the duty of the passenger who desires not to pay upon the cars to see that he has a proper voucher. *Elmore* v. *Sands,* 54 N. Y. 512. The present case only adds one more to the long list of cases holding that a ticket in its primary sense is evidence of the passenger's right to transportation and that a time regulation if reasonable is valid. It may be noted that those cases holding the contract view are comparatively recent cases.

COMMERCE—INTERSTATE TELEGRAM—FAILURE TO DELIVER MESSAGE—LIABILITY.—A message announcing the death of plaintiff's mother was sent from Virginia to North Carolina, August 27, 1917, and through the negligence of the defendant was not delivered. Plaintiff asks damages for the consequent mental anguish which would be recoverable in North Carolina. *Held,* that since the act of Congress of June 18, 1910, (36 Stat. 539, c. 309), Congress has so taken over the regulation of the entire field of commerce with respect to the telegraph that state decisions in conflict with the law as administered in the Federal Courts are thereby superseded, *Norris* v. *Western Union Telegraph Co.* (N. C., 1917), 93 S. E. 465.

In this country a number of states, chiefly southern, have by statute or decision recognized mental anguish as a foundation for damages. The Federal Courts, however, and the weight of American authority follow the common law in denying recovery. *So. Express Co.* v. *Byers,* 240 U. S. 612. A long line of decisions in North Carolina sustain such damages both for interstate and intrastate messages. The latest of these cases, *Penn* v. *Western Union Telegraph Co.,* 159 N. C. 306, was decided in 1912, two years after the Act of Congress relied upon in the principal case. In that case, the facts be-